

PHILIP MORRIS USA

120 Park Avenue
New York, New York 10017

VENDING MERCHANDISING — PLAN DV

This Vending Merchandising agreement is between Philip Morris USA and the vending machine operator whose name appears on the reverse side ("Vendor"). Philip Morris USA will pay Vendor for maintaining distribution of Philip Morris USA cigarette brands in accordance with the terms of this agreement in cigarette vending machines owned and operated by Vendor. To participate in the plan set forth in this agreement, Vendor must maintain at each location for which payment is claimed hereunder at least one column each of: (i) MARLBORO 80mm or 85mm (regular), (ii) MERIT 85mm regular or MERIT 85mm menthol, (iii) MARLBORO LIGHTS 85mm (soft pack or box), (iv) MARLBORO MEDIUM (soft pack or box), and (v) at least four (4) or more of the following packings of Philip Morris USA brands, for a minimum of eight (8) packings:

- BENSON & HEDGES 100 REGULAR (SOFT PACK OR BOX)
- BENSON & HEDGES 100 MENTHOL (SOFT PACK OR BOX)
- BENSON & HEDGES 100 LIGHTS REGULAR
- BENSON & HEDGES 100 LIGHTS MENTHOL
- BENSON & HEDGES 100 DELUXE ULTRA LIGHT REGULAR
- BENSON & HEDGES 100 DELUXE ULTRA LIGHT MENTHOL
- MARLBORO 100 (SOFT PACK OR BOX)
- MARLBORO LIGHTS 100
- MARLBORO MENTHOL
- MARLBORO MENTHOL LIGHTS KG
- MARLBORO MENTHOL LIGHT 100
- MARLBORO LIGHT MENTHOL BOX
- MARLBORO LIGHT 100 BOX
- MERIT 85mm REGULAR*
- MERIT 85mm MENTHOL*
- MERIT 100 REGULAR*
- MERIT 100 MENTHOL*
- MERIT ULTRA LIGHTS 85 REGULAR*
- MERIT ULTRA LIGHTS 85 MENTHOL*
- MERIT ULTRA LIGHTS 100 REGULAR*
- MERIT ULTRA LIGHTS 100 MENTHOL*
- PARLIAMENT LIGHTS 80/85
- PARLIAMENT LIGHTS 100
- VIRGINIA SLIMS 100 REGULAR
- VIRGINIA SLIMS 100 MENTHOL BOX
- VIRGINIA SLIMS LIGHTS REGULAR
- VIRGINIA SLIMS LIGHTS MENTHOL
- VIRGINIA SLIMS ULTRA LIGHT REGULAR*
- VIRGINIA SLIMS ULTRA LIGHT MENTHOL*

*If not selected as a qualifying pack under (i).

For purposes of this agreement, a location is a free-standing single machine, except that two or more machines placed side-by-side shall be deemed one location. Vendor shall be given credit for no more than one column of each approved Philip Morris USA packing, up to a maximum of ten (10) paid columns per location.

Payment shall be made according to the following schedule:

Number of APPROVED Philip Morris USA Packings Maintained	Quarterly Payment	Annual Payment
1-4	\$ 5.00	\$20.00
5-9	\$ 8.75	\$35.00
10	\$11.25	\$45.00

No additional payment will be made for Philip Morris USA packings in excess of ten (10).

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28
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*same as
JR Plan
B*

Within fifteen (15) days after the end of each calendar quarter during the term hereof, Vendor will submit to Philip Morris USA an invoice in the specific format approved by Philip Morris USA for payment for the services described in this agreement. Vendor shall specify on the face of each invoice (i) the current address of Vendor, (ii) the number of locations and cigarette vending machines owned and/or operated by Vendor during such quarter and (iii) the number of such locations that qualify for payment in the schedule set forth above. With each invoice, Vendor shall furnish Philip Morris USA a complete list, in a form approved by Philip Morris USA, of all locations maintained by Vendor during such quarter. The invoice and the list of locations required pursuant to this paragraph must be provided after each quarter whether or not information contained therein has changed from the previous quarter. Upon verification that the merchandising services required by this agreement have been performed, Philip Morris USA will remit the amount due to Vendor. In addition, Philip Morris USA reserves the right to condition payment on the requirement that vendor complete, sign and return to Philip Morris USA a form specifying the number of machines owned or operated by vendor during such quarter. In no case shall any payment due hereunder be deducted from any Philip Morris USA invoice.

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This agreement shall be effective as of _____, and shall continue in effect until terminated by either party upon no less than thirty (30) days' written notice. This agreement may be amended in any respect by Philip Morris USA upon thirty (30) days' written notice to Vendor. In the event of failure of performance by Vendor, this agreement may be terminated by Philip Morris USA immediately upon written notice. This instrument constitutes the entire agreement between Philip Morris USA and Vendor on the subject matter hereof, and supersedes all previous agreements, understandings and communications, either oral or written, between Philip Morris USA and Vendor on the subject matter hereof.

VENDOR

Owner's
Name: _____

Company
Name: _____

Address: _____

City/State/Zip: _____

Phone: () _____

Federal ID Number: _____

or

Social Security Number: _____

Are you Incorporated?

____ Yes ____ No

FOR PM USA OFFICE USE ONLY

Name: _____

Signature: _____

Address: _____

Date: _____

Territory: _____

No. of machines: _____

No. of locations: _____

____ New Vendor ____ Address Change Only

Space Management Account Number

Distribution

Original	-Section Office
Duplicate	-Richmond Accounting
Triplicate	-Return to Vendor
Quadruplicate	-Vendor Retains

Certification — Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am) waiting for a number to be issued to me, and
- (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition of secured property, contributions to an individual retirement arrangement (IRA), and payments other than interest and dividends).

Certification instructions: You must check this box ☐ if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

Vendor Signature: _____

Title: _____

Date: _____

Complete and sign (above) and retain copy #4 for your records and return remainder of copies to your local PM USA Sales Office. A fully executed, countersigned copy will be returned to you for your permanent file.

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Effective

July 1, 1992

PHILIP MORRIS USA VENDING MERCHANDISING COLUMN PAYMENT PLAN DV

The Philip Morris USA Column Payment Plan (Plan DV) is designed to provide incentive compensation to you, the cigarette Vending Operator, in exchange for distribution of select Philip Morris USA brands in your vending machines.

THE BEST SELLING BRANDS YOUR CONSUMERS ASK FOR:

Philip Morris USA brands currently account for over 40% of total U.S. retail cigarette sales, led by *Marlboro - the number one selling cigarette in the U.S.A. and the world*. The winning lineup also includes *Merit - the leading freestanding low tar brand*, *Benson & Hedges - the best selling free-standing 100mm cigarette in the United States*, *Virginia Slims - the best selling cigarette brand designed specifically for women*, plus the sophisticated favorite, *Parliament*.

QUALIFYING FOR PLAN DV PAYMENTS:

Philip Morris USA will compensate Vendors for each qualifying location. To qualify, a location must maintain one column each of Marlboro 80/85mm Regular (soft pack or box), Marlboro Lights 85mm (soft pack or box), Marlboro Medium (soft pack or box), and Merit 85mm (regular or menthol, soft pack or box), plus any four (4) other qualifying packings (qualifying brands/packs are listed on the new Plan DV agreement enclosed.)

PLAN DV PAYMENT SCHEDULE:

Philip Morris USA will make payments to you for each qualifying location, on a quarterly basis, according to the following schedule:

	<u>QUARTERLY</u>	<u>ANNUALLY</u>
8 Qualifying Brands	\$ 5.00	\$20.00
9 Qualifying Brands	\$ 8.75	\$35.00
10 Qualifying Brands	\$11.25	\$45.00

SUBMITTING INVOICE FOR PAYMENT:

Invoices for payment should be sent to Datavend, Tru-Check or directly to Philip Morris USA Vending Administration, in the approved format within 15 days after the close of each quarter.

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PHILIP MORRIS USA SALES OFFICES

	ADDRESS	PHONE
Massachusetts, Boston	124 Washington Street, Suite 401, Foxboro, MA 02035	(508) 543-8300
Connecticut, Manchester	East Point Business Ctr., 3600 Tolland Tpks, Suite 3A, Manchester, CT 06040	(203) 649-4477
New York, Syracuse	5010 Campus Wood Dr., Suite 201, Pioneer Business Park, E. Syracuse, NY 13207	(315) 483-5308
New Jersey, Clark	109 Walnut Avenue, Suite 600, Clark, NJ 07066	(908) 306-1093
New York, Westbury	Mitchell Field Corp. Ctr., 1800 Stewart Ave., Suite 304, Westbury, NY 11590	(718) 347-8835
Pennsylvania, Philadelphia	735 Chesterbrook Blvd, Chesterbrook Corp. Ctr, Wayne, PA 19087	(215) 647-7890
Virginia, Richmond	1011 Boulder Springs Dr., Suite 325, Richmond, VA 23225	(804) 323-8300
Maryland, Rockville	600 E. Jefferson Street, Suite 306, Rockville, MD 20852	(301) 738-2280
North Carolina, Charlotte	7300 Carmel Executive Pk, Suite 100, Charlotte, NC 28226	(704) 541-2622
Georgia, Tucker	100 Crescent Centre Pkwy, Suite 1280, Tucker, GA 30084	(404) 493-7543
Tennessee, Brentwood	106 Westpark Drive, Suite 410, Brentwood, TN 37027	(615) 377-0107
Florida, Jacksonville	7785 Baymeadows Way, Suite 301, Jacksonville, FL 32216	(904) 737-9311
Florida, Deerfield Beach	800 Fairway Drive, Suite 150, Deerfield Beach, FL 33441	(305) 698-6600
Missouri, St. Louis	12400 Olive Blvd., Suite 406, Creve Coeur, MO 63141	(314) 434-0600
Louisiana, New Orleans	3840 Highway 22, Suite 400, Mandeville, LA 70448-2940	(504) 624-8840
Kansas, Kansas City	6900 College Blvd, Suite 300, Overland Park, KS 66211	(913) 491-0898
Oklahoma, Oklahoma City	1400 Quail Springs City Plaza, Plaza 1 Suite 600, Oklahoma City, OK 73134	(405) 762-1182
Texas, Dallas	14765 Preston Rd, Suite 780, Dallas, TX 75240	(214) 387-8246
Texas, Houston	15600 John F. Kennedy Blvd, Suite 110, Houston, TX 77032	(713) 449-0041
Ohio, Milford	400 TechnoCenter Drive, Suite 200, Milford, OH 45150	(513) 831-1100
Ohio, Cleveland	Suite 200, 7261 Engle Road, Middleburg Hts, OH 44130	(216) 234-7777
Michigan, Detroit	1717 North Laurel Park Dr., Suite 401, Livonia, MI 48152	(313) 591-5500
Kentucky, Louisville	9100 Shelbyville Rd., Suite 210, Louisville, KY 40223	(502) 425-1070
Illinois, Schaumburg	300 N. Martingale Rd., Suite 700, Schaumburg, IL 60173	(708) 805-1414
Minnesota, Minneapolis	1700 West 82nd Street, Suite 150, Bloomington, MN 55431	(612) 885-0026
Washington, Seattle	110-110th Avenue N.E., Suite 311, Bellevue, WA 98004	(206) 453-1459
Colorado, Denver	8822 S. Ridgeline Blvd., Highlands Ranch, CO 80129	(303) 791-9844
Arizona, Phoenix	Biltmore Commerce Center, 3200 E. Camelback Rd., Suite 299, Phoenix, AZ 85018	(602) 468-3009
California, San Francisco	6150 Stoneridge Mall Road, Suite 225, Pleasanton, CA 94588	(510) 483-2702
California, Los Angeles	300 N. Lake Avenue, Suite 1100, Pasadena, CA 91101-4106	(818) 792-0202
Hawaii, Honolulu	1001 Bishop Street, Suite 1130, Paahi Tower, Honolulu, HI 96813	(808) 545-1001

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